

# **Exhibit 20**

Dietderich, Andrew G.

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**From:** Krasnow, Richard [richard.krasnow@weil.com]  
**Sent:** Friday, December 10, 2010 10:36 AM  
**To:** Dietderich, Andrew G.  
**Cc:** O'Connor, Michael; 'DODonnell@milbank.com'; Del Nido, Erika; Jones, Rupert  
**Subject:** Canary Wharf("CW")  
**Attachments:** 58399-0008(2010-12-10 09-57-22).pdf

Andy,

Attached is a copy of the fully executed confidentiality agreement. It would facilitate a review of the documents if, in addition to sending them to Erika and me, copies were also sent to Rupert Jones, who is in our London office, and Dennis O'Donnell at Milbank, counsel to the Creditors' Committee.

We believe that it's important to advise you that, based on a very preliminary review and consideration of the documents and information provided to us for the first time this week regarding CW's transaction with LBL/PwC and its anticipated transaction with the third party, it's not certain that LBHI will be able to proceed with the settlement based on the terms set forth in the latest draft of the proposed settlement. We have been consulting with Milbank during the course of this week regarding the information that only recently has come to light, and they us advised us that they, too, would need to re-evaluate the proposed settlement after conducting the same legal and factual due diligence regarding these transactions that we require.

It is highly unlikely that the requisite due diligence will be completed by December 16th, and we believe that it's almost certain that the Creditors' Committee will not be able to take a position on a settlement by that date. You should govern yourself accordingly.

Richard

**Weil**

Richard P. Krasnow

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)  
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+1 212 310 8007 Fax

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**From:** Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]  
**Sent:** Thursday, December 09, 2010 5:49 PM  
**To:** Krasnow, Richard; Del Nido, Erika  
**Cc:** 'george.iacobescu@canarywharf.com'; Shenker, Joseph; 'levcapital@aol.com'; 'Peter@Canary.co.uk'; 'Pamela.Kendall@CanaryWharf.com'; 'Christopher.Henderson@CanaryWharf.com'; O'Connor, Michael; 'dcash@alvarezandmarsal.com'  
**Subject:** Re: Execution Copy of Confidentiality Agreement

Okay. We have lease for you when ready. Can now proceed (thank you for the confirmation) to forfeiture tomorrow and aiming for closing with new tenant on 16th.

**From:** Krasnow, Richard <[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)>  
**To:** Dietderich, Andrew G.; Del Nido, Erika <[Erika.delNido@weil.com](mailto:Erika.delNido@weil.com)>  
**Cc:** 'George.Iacobescu@CanaryWharf.com' <[George.Iacobescu@CanaryWharf.com](mailto:George.Iacobescu@CanaryWharf.com)>; Shenker, Joseph; 'levcapital@aol.com' <[levcapital@aol.com](mailto:levcapital@aol.com)>; 'Peter@Canary.co.uk' <[Peter@Canary.co.uk](mailto:Peter@Canary.co.uk)>;  
Pamela.Kendall@CanaryWharf.com <[Pamela.Kendall@CanaryWharf.com](mailto:Pamela.Kendall@CanaryWharf.com)>; 'Christopher.Henderson@CanaryWharf.com'  
<[Christopher.Henderson@CanaryWharf.com](mailto:Christopher.Henderson@CanaryWharf.com)>; O'Connor, Michael; 'dcash@alvarezandmarsal.com'  
<[dcash@alvarezandmarsal.com](mailto:dcash@alvarezandmarsal.com)>  
**Sent:** Thu Dec 09 17:46:07 2010  
**Subject:** Re: Execution Copy of Confidentiality Agreement

Thanks. Delivery of signature page tonight possible but unlikely.

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**From:** Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]  
**Sent:** Thursday, December 09, 2010 05:35 PM  
**To:** Dietderich, Andrew G. <[dietdericha@sullcrom.com](mailto:dietdericha@sullcrom.com)>; Krasnow, Richard; Del Nido, Erika  
**Cc:** 'George Iacobescu' <[George.Iacobescu@CanaryWharf.com](mailto:George.Iacobescu@CanaryWharf.com)>; Shenker, Joseph <[ShenkerJ@sullcrom.com](mailto:ShenkerJ@sullcrom.com)>;  
'levcapital@aol.com' <[levcapital@aol.com](mailto:levcapital@aol.com)>; 'Peter Anderson' <[Peter@Canary.co.uk](mailto:Peter@Canary.co.uk)>; 'Pamela Kendall'  
<[Pamela.Kendall@CanaryWharf.com](mailto:Pamela.Kendall@CanaryWharf.com)>; 'Christopher Henderson' <[Christopher.Henderson@CanaryWharf.com](mailto:Christopher.Henderson@CanaryWharf.com)>; O'Connor,  
Michael <[oconnorm@sullcrom.com](mailto:oconnorm@sullcrom.com)>  
**Subject:** RE: Execution Copy of Confidentiality Agreement

On behalf of Andy, here is CW's signature page. Could you please let us know if you will be sending your signature page this evening.

Thanks,

Michael O'Connor  
Secretary to Andy Dietderich

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**From:** Dietderich, Andrew G.  
**Sent:** Thursday, December 09, 2010 3:41 PM  
**To:** Krasnow, Richard; Del Nido, Erika  
**Cc:** George Iacobescu; Shenker, Joseph; [levcapital@aol.com](mailto:levcapital@aol.com); Peter Anderson; Pamela Kendall; Christopher Henderson  
**Subject:** Execution Copy of Confidentiality Agreement

As requested, here is a clean execution copy with the revised notice information, and a separate signature page just in case something else changes.

Please sign this one and return. I'll get new signature from CW.

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**From:** Krasnow, Richard [<mailto:richard.krasnow@weil.com>]  
**Sent:** Thursday, December 09, 2010 2:20 PM  
**To:** Dietderich, Andrew G.  
**Cc:** Del Nido, Erika  
**Subject:** RE: revised confidentiality agreement

Sorry to do this since it impacts the signature page, but I think that for the contacts listed in 3.3, we should add phone and fax numbers and email addresses. Makes the most sense for you to add my relevant information, which is noted below, and the relevant info for CW and have them re-execute. Thanks.

Weil

Richard P. Krasnow

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)  
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+1 212 310 8007 Fax

---

**From:** Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]  
**Sent:** Thursday, December 09, 2010 2:07 PM  
**To:** Del Nido, Erika  
**Cc:** Krasnow, Richard  
**Subject:** RE: revised confidentiality agreement

Of course. Here you go. I also attach a counterpart signature page for CW, which you can hold for release when we have yours.

---

**From:** Del Nido, Erika [<mailto:Erika.delNido@weil.com>]  
**Sent:** Thursday, December 09, 2010 1:05 PM  
**To:** Dietderich, Andrew G.  
**Cc:** Krasnow, Richard  
**Subject:** RE: revised confidentiality agreement

Andrew,

Could you please fill in the address information at the beginning and the notice information for section 3.3? After receipt of this, we will send to our client for signature.

Thank you,  
Erika

**Weil**

Erika del Nido

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Erika.delNido@weil.com](mailto:Erika.delNido@weil.com)  
+1 212 310 8323 Direct

---

**From:** Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]  
**Sent:** Thursday, December 09, 2010 12:55 PM  
**To:** Krasnow, Richard  
**Cc:** 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'; Del Nido, Erika; Shenker, Joseph; 'george.iacobescu@canarywharf.com'; 'levcapital@aol.com'  
**Subject:** Re: revised confidentiality agreement

Thanks, Richard. Please do so and we will happily send lease for your review.

Separately, I'll send some marks on the stip and, pushing our luck, we can see if there is still a meeting of client minds on that as well.

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**From:** Krasnow, Richard <[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)>

**To:** Dietderich, Andrew G.

**Cc:** 'dcash@alvarezandmarsal.com' <[dcash@alvarezandmarsal.com](mailto:dcash@alvarezandmarsal.com)>; Jones, Rupert <[rupert.jones@weil.com](mailto:rupert.jones@weil.com)>; 'DODonnell@milbank.com' <[DODonnell@milbank.com](mailto:DODonnell@milbank.com)>; Del Nido, Erika <[Erika.delNido@weil.com](mailto:Erika.delNido@weil.com)>; Shenker, Joseph; 'george.iacobescu@canarywharf.com' <[george.iacobescu@canarywharf.com](mailto:george.iacobescu@canarywharf.com)>; 'levcapital@aol.com' <[levcapital@aol.com](mailto:levcapital@aol.com)>

**Sent:** Thu Dec 09 12:39:14 2010

**Subject:** RE: revised confidentiality agreement

Thanks. We have consulted with our client and, on the assumption that the economic terms of the proposed transaction are as was described to us at the December 6, 2010 meeting, then LBHI would not elect to enter into a lease for the premises on the same terms as the current CW/LBL lease. Please advise whether or not we should obtain LBHI's signature to the confidentiality agreement?

**Weil**

Richard P. Krasnow

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[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)  
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**From:** Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]

**Sent:** Thursday, December 09, 2010 10:32 AM

**To:** Krasnow, Richard

**Cc:** 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'; Del Nido, Erika; Shenker, Joseph; 'george.iacobescu@canarywharf.com'; 'levcapital@aol.com'

**Subject:** RE: revised confidentiality agreement

The changes to the confidentiality agreement are acceptable to the new tenant. When we have an answer to the question we have permission to proceed.

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**From:** Dietderich, Andrew G.

**Sent:** Wednesday, December 08, 2010 6:59 PM

**To:** 'richard.krasnow@weil.com'

**Cc:** 'dcash@alvarezandmarsal.com'; 'rupert.jones@weil.com'; 'DODonnell@milbank.com'; 'Erika.delNido@weil.com'; Shenker, Joseph; 'george.iacobescu@canarywharf.com'; 'levcapital@aol.com'

**Subject:** Re: revised confidentiality agreement

We said that we could not provide the new tenant's lease if LBHI were reserving the right to compete with the new tenant. You objected to that on the basis that economics of lease might demonstrate a surprisingly high market value that LBHI could capture. We disclosed to you the market value (less than half the value of a replacement lease on initial terms), and said that we would send you the lease if you could confirm that, if lease terms matched our disclosure, you would not compete with the new tenant. That was a solution that worked for new tenant. You were going to check with A&M. I do not know what changed.

We continue to have an urgent outstanding question whether you want a new lease on initial terms. It is important to know

this so we can do a mitigation deal that is in everyone's interest. Can you please answer the question so we can tell new tenant?

---

**From:** Krasnow, Richard <[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)>

**To:** Dietderich, Andrew G.

**Cc:** 'dcash@alvarezandmarsal.com' <[dcash@alvarezandmarsal.com](mailto:dcash@alvarezandmarsal.com)>; Jones, Rupert <[rupert.jones@weil.com](mailto:rupert.jones@weil.com)>; 'DODonnell@milbank.com' <[DODonnell@milbank.com](mailto:DODonnell@milbank.com)>; Del Nido, Erika <[Erika.delNido@weil.com](mailto:Erika.delNido@weil.com)>

**Sent:** Wed Dec 08 18:39:11 2010

**Subject:** RE: revised confidentiality agreement

Your statement regarding the reason for the request is inaccurate. We found out about a potential transaction as a result of press reports. We then contacted Clifford Chance about that transaction and advised that we needed to know the specifics of any transaction in order to evaluate the proposed settlement and CW's asserted claims. That's it. LBHI is not seeking that information in order to evaluate whether or not to assume or enter into a lease. I hope that is sufficiently clear. I will resend the documents.

Weil

Richard P. Krasnow

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New York, NY 10153

[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)

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**From:** Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]

**Sent:** Wednesday, December 08, 2010 6:31 PM

**To:** Krasnow, Richard

**Cc:** 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'

**Subject:** Re: revised confidentiality agreement

I didn't receive it. Could you resend.

You correctly describe the permitted uses once you have it: per your request we made this broader.

But please let's speak plainly.

The only purpose of the delivery of the information at this time is because you asked for it prior to confirming you do not want to take up the lease. We understood you were prepared to do so after confirmation that the lease economics are as we described verbally on Monday and you took to A&M. Are you ready to do that upon confirmatory review? I don't think the new tenant will give its lease to you without that good faith commitment, and reserving a useless right to take the lease in competition to the new tenant could have serious consequences for the mitigation deal more generally.

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**From:** Krasnow, Richard <[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)>

**To:** Dietderich, Andrew G.

**Cc:** Cash, Debra <[dcash@alvarezandmarsal.com](mailto:dcash@alvarezandmarsal.com)>; Jones, Rupert <[rupert.jones@weil.com](mailto:rupert.jones@weil.com)>; O'Donnell, Dennis C. <[DODonnell@milbank.com](mailto:DODonnell@milbank.com)>

**Sent:** Wed Dec 08 18:03:18 2010

**Subject:** RE: revised confidentiality agreement

I thought that I sent you an email that addressed this but in any event, section 1.1 of the letter agreement provides that the information may only be used in connection with settlement negotiation or any litigation relating to CW's asserted claims.



Richard P. Krasnow

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+1 212 310 8007 Fax

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**From:** Dietderich, Andrew G. [<mailto:dietdericha@sullcrom.com>]  
**Sent:** Wednesday, December 08, 2010 5:02 PM  
**To:** Krasnow, Richard  
**Cc:** Cash, Debra; Jones, Rupert; O'Donnell, Dennis C.  
**Subject:** RE: revised confidentiality agreement

Thanks. I'll take a look. But the purpose of our sharing this information was because you wanted to see it prior to confirming that you do not want take up the 25 Bank Street lease on its initial terms – a fair request of the new tenant we have found to mitigate our losses (and reduce our claim). Before we share anything, it is important to both my client and the tenant to confirm that this remains the premise of your review. It is not tenable for either of them that you reserve the right to compete with the new tenant for the space.

---

**From:** Krasnow, Richard [<mailto:richard.krasnow@weil.com>]  
**Sent:** Wednesday, December 08, 2010 4:49 PM  
**To:** Dietderich, Andrew G.  
**Cc:** Cash, Debra; Jones, Rupert; O'Donnell, Dennis C.  
**Subject:** FW: revised confidentiality agreement

Andy,

As we consider your requests, let's try to make some progress on one front. Attached are clean and blacklined copies of a revised confidentiality letter. The blacklined version reflects changes that we made to the last draft that you had sent to us. As I mentioned to you on our call, the only substantive comment that Milbank conveyed to us is that since they will need to share information regarding the transaction with the committee when they make a recommendation regarding a settlement, they would like the committee members to be included amongst those parties who have access to the information. As per the letter, members would be deemed subject to the confidentiality provision of the letter agreement and the committee members themselves are subject to confidentiality restrictions based on the committee's by-laws. We have modified the letter to accommodate Milbank's request. Please advise whether that change as well as the other changes are acceptable. Thanks.

Richard



Richard P. Krasnow

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